

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

JONATHAN NELSON and MARGO
NELSON, individually and on behalf of
their marital community,

Plaintiffs,

V.

SPECIALIZED LOAN SERVICING, LLC,
a foreign limited liability company,

Defendant.

Case No. 3:20-cv-5461

**NOTICE OF REMOVAL OF ACTION
TO FEDERAL COURT BASED ON
FEDERAL QUESTION
JURISDICTION UNDER 28 U.S.C. §§
1331 AND 1441**

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

Defendant Specialized Loan Servicing, LLC (“SLS”) hereby files this Notice of Removal, pursuant to 28 U.S.C. §§ 1331 and 1441, and removes to the United States District Court for the Western District of Washington the cause of action currently pending in the Superior Court of the State of Washington in and for the County of Clark, styled *Jonathan Nelson and Margo Nelson vs. Specialized Loan Servicing, LLC*, Case No. 20-2-01050-06, on the following grounds:

This Notice of Removal is founded and based upon a federal question pursuant to 28 U.S.C. §§ 1331 and 1441. Plaintiffs Melanie Jonathan Nelson and Margo Nelson (“Plaintiffs”), originally filed this civil action on or about May 11, 2020, in the Superior Court of the State of Washington, in and for the County of Clark. Plaintiffs are seeking monetary damages from the

1 Defendant. As required by 28 U.S.C. § 1446(a), a copy of the process, pleadings, orders and
 2 other documents presently served upon SLS are attached to this Notice as **Exhibit 1**.

3 **A. CONSENT TO REMOVAL**

4 1. SLS is the only Defendant and brings this Notice of Removal.

5 **B. TIMELINESS OF REMOVAL**

6 2. Defendant was served on April 17, 2020. Accordingly, this Notice of Removal is
 7 timely filed within thirty (30) days of the date of service pursuant to 28 U.S.C. § 1446(b).

8 **C. THE VENUE REQUIREMENT IS MET**

9 3. Venue of this removal is proper under 28 U.S.C. § 1441(a) because this Court is
 10 the United States District Court for the district and division corresponding to the place where the
 11 state court action is pending.

12 **D. FEDERAL QUESTION AT ISSUE**

13 4. Plaintiffs allege purported claims under the Fair Debt Collection Practices Act.
 14 See Compl. ¶¶ 4.1 through 4.15. Although Plaintiffs have also asserted purported claims alleging
 15 violation of the Washington Consumer Protection Act, Washington's Collection Agency Act and
 16 negligence, see *id.* at ¶¶ 5.1-8.4, pursuant to 28 U.S.C. § 1441(c)(1), the entire action may be
 17 removed as the action would be removable without the inclusion of the other claims. Further,
 18 pursuant to 28 U.S.C. § 1367, this court has supplemental jurisdiction over Plaintiffs' additional
 19 claims as they derive from a "common nucleus of operative fact." See *United Mine Workers of*
 20 *Am. v. Gibbs*, 383 U.S. 715, 725 (1966).

21 5. Plaintiffs' Complaint is removable to the United States District Court for the
 22 Western District of Washington because the Complaint presents a federal question. Specifically,
 23 28 U.S.C. § 1331 provides that "district courts shall have original jurisdiction over all civil
 24 actions arising under the Constitution, laws, or treaties of the United States." See 28 U.S.C. §
 25 1331. Plaintiffs' claims provide the basis for this Court's jurisdiction as they have brought suit
 26

1 under the laws of the United States. Accordingly, SLS is entitled to remove this action in
2 accordance with 28 U.S.C. § 1441(a).

3 **E. NOTICE TO PARTIES AND TO THE CIRCUIT COURT**

4 6. Written notice of the filing of this Notice of Removal is being served on
5 Plaintiffs, and a copy of this Notice of Removal is being filed with the Clerk of Court for the
6 Superior Court of Washington in and for the County of Clark, in compliance with 28 U.S.C.
7 1446(d).

8 WHEREFORE, SLS respectfully requests that the above-styled action now pending
9 against it in the Superior Court of Washington in and for the County of Clark be removed to this
10 Court.

11 DATED: May 15, 2020.

12 HOLLAND & KNIGHT LLP

13 By: s/ Garrett S. Garfield

14 Garrett S. Garfield, WABA No. 48375
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17 Portland, OR 97204
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19 Fax: 503.241.8014

20 *Attorney for Defendant Specialized Loan Servicing,
21 LLC*

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7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **FOR THE COUNTY OF CLARK**

9 JONATHAN NELSON and MARGO
10 NELSON, individually and on behalf of their
11 marital community,

12 PLAINTIFF,

13 v.

14 SPECIALIZED LOAN SERVICING, LLC, a
15 foreign limited liability company,

16 DEFENDANT.

17 **Case No.:**

18 **SUMMONS (20 Days)**

19 TO THE DEFENDANT: A lawsuit has been started against you in the above-entitled
20 court by Plaintiff Jonathan Nelson and Margo Nelson. Plaintiffs' claim is stated in the written
21 complaint, a copy of which is served upon you with this summons.

22 In order to defend against this lawsuit, you must respond to the complaint by stating
23 your defense in writing, and by serving a copy upon the person signing this summons within 20
24 days after the service of this summons, excluding the day of service, or a default judgment may
25 be entered against you without notice. A default judgment is one where plaintiff is entitled to
26 what he asks for because you have not responded. If you serve a notice of appearance on the
27 undersigned person, you are entitled to notice before a default judgment may be entered.

28

SUMMONS - 1

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Seattle, WA 98103
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Fax: 206-805-0989

1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
2 demand must be in writing and must be served upon the person signing this summons. Within
3 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the
4 service on you of this summons and complaint will be void.
5

6 If you wish to seek the advice of an attorney in this matter, you should do so promptly
7 so that your written response, if any, may be served on time.
8

9 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State
10 of Washington.
11

12 DATED this 3rd day of April, 2020.
13

14 Respectfully submitted,
15

16 *Attorneys for Plaintiffs*
17

18 NORTHWEST CONSUMER LAW CENTER
19

20 /s/ Amanda N. Martin
21 Amanda N. Martin, WSBA #49581
22 936 N. 34th St. Ste. 300
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27 LAW OFFICE OF JOSHUA L. TURNHAM
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SUMMONS - 2

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF CLARK

9 JONATHAN NELSON and MARGO
10 NELSON, individually and on behalf of their
11 marital community,
12 PLAINTIFF,
13 v.
14 SPECIALIZED LOAN SERVICING, LLC, a
15 foreign limited liability company
DEFENDANT.

| Case No.:

**COMPLAINT FOR VIOLATION OF
WASHINGTON'S CONSUMER
PROTECTION ACT, FAIR DEBT
COLLECTION PRACTICES ACT,
WASHINGTON'S COLLECTION
AGENCY ACT, AND NEGLIGENCE**

17 COMES NOW the Plaintiffs Jonathan Nelson and Margo Nelson (collectively “the
18
19 Nelsons”) and bring this action against Specialized Loan Servicing, LLC (“SLS”) for violation
20 of Washington’s Consumer Protection Act (“WCPA”), the Fair Debt Collection Practices Act
21 (“FDCPA”), Washington’s Collection Agency Act (“WCAA”), and negligence for attempting
22 to collect amounts not legally owed related to a second mortgage secured by the Nelson’s
23 primary residence.

I. PARTIES

26 1.1 Jonathan Nelson and Margo Nelson are a married couple residing in Clark
27 County, Washington.

COMPLAINT - I

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1.2 Specialized Loan Servicing, LLC alleges that the Nelsons owe a consumer debt, specifically, a mortgage loan that was in default when servicing was transferred to SLS.

1.3 The Nelsons are therefore “consumer(s)” as defined by the FDCPA, “person(s)” as defined by the WCPA, and “debtor(s)” as defined by the WCAA, and the Nelsons acted as “consumer(s),” “person(s),” and “debtor(s)” at all times relevant to this litigation.

1.4 Specialized Loan Servicing, LLC is a Delaware limited liability company which regularly attempts to collect third party debts and claims and uses instrumentalities of interstate commerce or the mails in business the principal purpose of which is the collection of debts. SLS operates in Washington State and holds a Washington State Collection Agency License.

1.5 SLS is a “collection agency” and a “licensee” as defined by the WCAA, a “person” as defined by the WCPA, and a “debt collector” as defined by the FDCPA, and SLS acted as such at all times relevant to this Complaint.

II. VENUE AND JURISDICTION

2.1 Jurisdiction and venue in Clark County Superior Court are appropriate where the acts at issue and described herein or some part thereof occurred in Clark County, Washington, and where the injury to the Plaintiffs or some part thereof occurred in Clark County, Washington, and Defendant has engaged in substantial business contacts in Clark County, Washington, and Defendant has already submitted to this jurisdiction by attempting to collect a debt/claim in this jurisdiction, and where the Plaintiffs pray for injunctive relief. RCW 4.12.020; 4.12.025; 4.28.180; 4.28.185; and 7.40.010.

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COMPLAINT - 2

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III. STATEMENT OF FACTS

3.1 In October 2006, the Nelsons purchased the real property located at 19701 SE 38th Way, Camas, Washington, Parcel Number 125853024 ("Primary Residence") to live in and raise their three children.

3.2 On October 10, 2006, the Nelsons executed a Promissory Note and Deed of Trust with Countywide Bank NA in the amount of \$311,200 as a first mortgage. Servicing of the first mortgage eventually transferred to Bank of America. The Nelsons refinanced their first mortgage in early 2011 to obtain a more affordable payment and lower interest rate during the economic recession.

3.3 On October 10, 2006, the Nelsons executed a Promissory Note and Deed of Trust with Countywide Bank NA in the amount of \$77,800 as a second mortgage. Servicing of the second mortgage eventually transferred to Bank of America.

3.4 The Nelsons made many of the payments on the second mortgage between 2006 and August 2011. However, the Nelsons began to struggle to make their payments on the second mortgage due to the rising interest on the first mortgage, combined with a decrease in Mr. Nelson's income due to the economic recession.

3.5 Between 2010 and 2011, Mr. Nelson contacted Bank of America several times attempting to get a loan modification or refinance of his second mortgage. The Nelsons' home was well underwater with the first mortgage; there was no equity to secure the second mortgage. The Nelsons had already successfully refinanced their first mortgage to obtain a more affordable payment. However, despite repeatedly applying for assistance under the now defunct Making Home Affordable Program on the second mortgage, the Nelsons never received any response to

1 their requests for assistance. Mr. Nelson was incorrectly told by Bank of America that he had to
 2 default on his mortgage to obtain a loan modification.

3 3.6 After Bank of America refused to acknowledge, let alone review, their loss
 4 mitigation applications, the Nelsons eventually were unable to afford their payments and they
 5 defaulted on the second mortgage. The Nelsons have made no payments on the second
 6 mortgage between September 1, 2011 and the date of this Complaint.

7 3.7 According to an Assignment of Deed of Trust recorded with Clark County on
 8 January 24, 2012, the second mortgage was later assigned to The Bank of New York Mellon
 9 FKA The Bank of New York, As Trustee For The Certificate Holders of CWHEQ, Inc. Home
 10 Equity Loan Asset Backed Certificates, Series 2006-S10.

11 3.8 The Nelsons eventually received a letter from Bank of America telling them that
 12 the loan was being assigned to a company called Real Time Resolutions. Unsure about what to
 13 do next, Mr. Nelson sought legal advice. He was advised that Real Time Resolutions may not
 14 have the right to collect on this debt, and many mortgage loans were extinguished due to a
 15 Countrywide/Department of Justice Settlement. He was advised to seek validation of the debt
 16 from any company attempting to collect on the second mortgage.

17 3.9 In March 2015, Mr. Nelson received a letter from SLS stating that they had been
 18 assigned the loan. Between March 2015 and the date of this Complaint, Mr. Nelson received
 19 periodic monthly statements from SLS.

20 3.10 On or around April 16, 2019, the Nelsons received a letter from SLS titled
 21 “Default Notice and Notice of Intent to Foreclosure” demanding payment of \$54,058.28—the
 22 sum of the “number of delinquent payments: 92 since 08/01/11.” The letter also stated that the
 23 amount required to cure the arrearage was \$54,058.28.

1 3.11 On or around April 18, 2019, the Nelsons received a Mortgage Statement from
 2 SLS stating that \$54,645.87 was due by May 1, 2019. The statement told the Nelsons that “You
 3 are currently due for the 09/01/11 payment.”

4 3.12 On or around May 20, 2019, the Nelsons received a Mortgage Statement from
 5 SLS stating that \$55,348.46 was due by June 1, 2019. The statement told the Nelsons that “You
 6 are currently due for the 09/01/11 payment.”

7 3.13 On or around July 9, 2019, the Nelsons received a Notice of Pre-Foreclosure
 8 Options from SLS.

9 3.14 On or around August 1, 2019, the Nelsons sent a Request for Information to
 10 SLS.

11 3.15 On or around August 19, 2019, the Nelsons received a Mortgage Statement from
 12 SLS stating that \$57,111.23 was due by September 1, 2019. The statement told the Nelsons that
 13 “You are currently due for the 09/01/11 payment.”

14 3.16 On or around August 26, 2019, the Nelsons received a letter from SLS with a
 15 reinstatement quote. SLS states that “Payments Due Through 9/1/2019” as \$64,029.19 as the
 16 amount needed to reinstate their loan.

17 3.17 On or around September 11, 2019, the Nelsons received a response to their
 18 Request for Information from SLS. The response letter stated that “servicing of this mortgage
 19 loan account was transferred to SLS on March 2, 2015. At that time, the account was due for the
 20 September 1, 2011 contractual monthly payment.” The letter also stated “Your account is
 21 currently due for September 1, 2011 in the amount of \$587.59 and due for every payment that
 22 has become due thereafter.” SLS also stated that “the amount needed to reinstate the account is
 23 \$64,144.19.”

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COMPLAINT - 5

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1 3.18 On or around September 18, 2019, the Nelsons received a Mortgage Statement
 2 from SLS stating that \$65,158.02 was due by October 1, 2019. The statement told the Nelsons
 3 that “You are currently due for the 09/01/11 payment.”

4 3.19 The Nelson continued to receive monthly statements from SLS in November
 5 2019, December 2019, January 2020, February 2020, and March 2020 that seek to collect the
 6 full amount of installment payments that became due from the 09/01/11 payment.

7 3.20 “An action upon a contract in writing” “shall be commenced within six years.”
 8 RCW 4.16.040(1). The statute begins to run on a written contract when the amount becomes
 9 due. *Westar Funding, Inc. v. Sorrels*, 157 Wn. App. 777, 239 P.3d 1109, 1113 (Div. 2, 2010).
 10 When an installment promissory note is involved, the statute of limitations runs against each
 11 installment from the time each one becomes due. *Edmundson v. Bank of Am., NA*, 194 Wn.
 12 App. 920, 927, 378 P.3d 272 (2016).

13 3.21 Here, SLS attempts to collect on an installment agreement. SLS claims that the
 14 Nelsons failed to make a payment due September 1, 2011. The statute of limitations on the
 15 payment due September 1, 2011 ran six years from the date the payment was due: September 1,
 16 2017. Yet, SLS repeatedly attempted to collect this payment in each and every piece of
 17 correspondence sent to the Nelsons.

18 3.22 Any payments due between September 1, 2011 and April 1, 2014 are beyond the
 19 statute of limitations and hence not collectible. Yet, SLS attempted to collect these payments
 20 from the Nelsons in each and every piece of correspondence sent to the Nelsons.

21 3.23 SLS is attempting to collect over \$25,000 in payments due between September 1,
 22 2011 and April 1, 2014 not legally owed by the Nelsons as collection of such payments are
 23 barred by the statute of limitations. Such a large claim negatively affects the Nelsons’ ability to
 24

1 repay the loan. It also negatively affects the Nelsons' ability to explore loss mitigation options
 2 such as a loan modification, refinance, or settlement. It further impairs the equity of the
 3 Nelsons' home when SLS improperly claims that the loan balance is over \$25,000 than the
 4 amount legally owed.
 5

6 3.24 SLS's attempts to collect amounts not legally owed have caused damages to the
 7 Nelsons, including costs of investigating the validity of the debt, and emotional distress,
 8 including stress and anxiety.

9

10 **IV. FIRST CAUSE OF ACTION**
VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT

11 4.1 The allegations contained in all of the preceding paragraphs are realleged and
 12 incorporated herein by reference.

13 4.2 Congress enacted the FDCPA in response to "abundant evidence of the use of
 14 abusive, deceptive, and unfair debt collection practices by many debt collectors [which]
 15 contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and
 16 to invasions of individual privacy." 15 U.S.C. § 1692(a); *Evon v. Law Offices of Sidney Mickell*,
 17 688 F.3d 1015, 1024 (9th Cir. 1988).

18 4.3 SLS is a "debt collector" as defined by the FDCPA as SLS began servicing the
 19 debt when it was in default.

20 4.4 The FDCPA broadly prohibits "any conduct the natural consequence of which is
 21 to harass, oppress, or abuse any person in connection with the collection of a debt." 15 U.S.C. §
 22 1692d.

23 4.5 The FDCPA also broadly prohibits "the use of any false representation or
 24 deceptive means to collect or attempt to collect any debt..." 15 U.S.C. §§ 1692e, 1692e(10).

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 COMPLAINT - 7

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1 4.6 A false representation about the character, amount, or legal status of the alleged
 2 debt violates the FDCPA. 15 U.S.C. § 1692e(2).

3 4.7 “The threat to take any action that cannot legally be taken or that is not intended
 4 to be taken” violates 15 U.S.C. § 1692e(5).

5 4.8 15 U.S.C. § 1692e(5) is violated by taking an illegal action, as well as by
 6 threatening it. *See Sprinkle v. SB&C*, 472 F. Supp. 1235, 1247 (W.D. Wash. 2006) (to rule
 7 otherwise “would provide more protection to debt collectors who violate the law than those who
 8 merely threaten or pretend to do so.”).

9 4.9 The FDCPA also prohibits unfair and unconscionable means to collect or attempt
 10 to collect an alleged debt. 15 U.S.C. § 1692f.

11 4.10 Attempting to collect an amount not permitted by law also violates the FDCPA.
 12 15 U.S.C. § 1692f(2).

13 4.11 The foregoing acts of SLS—demanding payment which includes amounts
 14 beyond the statute of limitations—constitute multiple violations of the FDCPA including, but
 15 not limited to, each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. §
 16 1692 et seq.

17 4.12 The Nelsons were injured by SLS’s actions including, but not limited to, the
 18 costs to investigate the validity of the debt and emotional distress from being the unfortunate
 19 target of SLS’s unfair and deceptive business practices.

20 4.13 SLS’s actions are a direct and proximate cause of the Nelsons’ injuries.

21 4.14 SLS’s actions were intentional, unfair, unconscionable, and outrageous.

22 4.15 As a result of each and every one of SLS’s violations of the FDCPA, the Nelsons
 23 are entitled to actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an
 24

1 amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and reasonable attorney's fees
 2 and costs pursuant to 15 U.S.C. § 1692k(a)(3) from SLS.

3

V. SECOND CAUSE OF ACTION
VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT
AS PER SE VIOLATION OF WASHINGTON'S CONSUMER PROTECTION ACT

4

5.1 The allegations contained in all of the preceding paragraphs are realleged and
 6 incorporated herein by reference.

7

5.2 Violations of the Fair Debt Collection Practices Act are per se violations of
 8 Washington's Consumer Protection Act. *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27,
 9 204 P.3d 885 (2009).

10

5.3 The foregoing acts of SLS—demanding payment which includes amounts
 11 beyond the statute of limitations—constitute multiple violations of the FDCPA including, but
 12 not limited to, each and every one of the provisions of the FDCPA, 15 U.S.C. § 1692 et seq.,
 13 cited above in Paragraph 4 of this Complaint.

14

5.4 The Nelsons were injured in their property by SLS's unfair and deceptive
 15 conduct.

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5.5 SLS's actions are a direct and proximate cause of the Nelson's injuries.

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VI. THIRD CAUSE OF ACTION
VIOLATION OF WASHINGTON'S COLLECTION AGENCY ACT
AS PER SE VIOLATION OF WASHINGTON'S CONSUMER PROTECTION ACT)

18

6.1 The allegations contained in all of the preceding paragraphs are realleged and
 19 incorporated herein by reference.

20

6.2 The WCAA states that it is an unfair practice for a licensee to: "Threaten to take
 21 any action against the debtor which the licensee cannot legally take at the time the threat is
 22 made." RCW 19.16.250(16).

1 6.3 The WCAA also states that it is an unfair practice for a licensee to: “collect or
 2 attempt to collect in addition to the principal amount of a claim any sum other than allowable
 3 interest, collection costs or handling fees expressly authorized by statute, and, in the case of
 4 suit, attorney's fees and taxable court costs.” RCW 19.16.250(21).

5 6.4 The foregoing acts of SLS—demanding payment in amounts beyond the statute
 6 of limitations—constitute multiple violations of the WCAA including, but not limited to, each
 7 and every one of the above-cited provisions of the WCAA, RCW 19.16.250 et seq.

8 6.5 Washington’s Consumer Protection Act (WCPA) states: “Unfair methods of
 9 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce
 10 are hereby declared unlawful.” RCW 19.86.020.

11 6.6 The WCAA states that violations of RCW 19.16.250 are per se violations of the
 12 WCPA. RCW 19.16.440.

13 6.7 SLS’s violations of RCW 19.16.250 are per se violations of the WCPA entitling
 14 the Nelsons to damages, treble damages, and their attorneys fees and costs.

15 6.8 When a licensee violates RCW 19.16.250, the licensee—nor any future
 16 assignee—will never “be allowed to recover any interest, service charge, attorneys’ fees,
 17 collection costs, delinquency charge, or any other fees or charges otherwise legally chargeable
 18 to the debtor on such claim.” RCW 19.16.450.

19 6.9 The Nelsons have been injured by SLS’s actions resulting in actual damages in
 20 an amount to be proven at trial including costs to investigate the validity of SLS’s claim.

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COMPLAINT - 10

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2 **VII. FOURTH CAUSE OF ACTION**
3 **VIOLATION OF WASHINGTON'S CONSUMER PROTECTION ACT**

4 7.1 The allegations contained in all of the preceding paragraphs are realleged and
5 incorporated herein by reference.

6 7.2 The WCPA states: "Unfair methods of competition and unfair or deceptive acts
7 or practices in the conduct of any trade or commerce are hereby declared unlawful." RCW
8 19.86.020.

9 7.3 The WCPA applies to the actions at issue herein because the collection actions
10 taken by SLS are unfair and deceptive.

12 7.4 Additionally, where SLS's collection attempts are unfair and deceptive acts or
13 practices in violation of the FDCPA and the WCAA, SLS's acts are also unfair and deceptive
14 under this state's Consumer Protection Act.

15 7.5 SLS's conduct occurred in the course of trade and commerce.

17 7.6 As a licensed debt collector, SLS's unfair and deceptive acts and practices affect
18 public interest as these actions are capable of repetition and affecting other consumers and
19 homeowners in this state. SLS's actions have the capacity to deceive a substantial portion of the
20 public.

21 7.7 The Nelsons were injured in their property by SLS's unfair and deceptive
22 conduct.

24 7.8 SLS's actions are a direct and proximate cause of the Nelson's injuries.

25 **VIII. FIFTH CAUSE OF ACTION**
26 **NEGLIGENCE**

27 8.1 SLS owes the Nelsons a duty to use reasonable care both as a debt collector and
28 in servicing a mortgage secured by the Nelsons' real property.

COMPLAINT - 11

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8.2 SLS breached this duty when it attempted to collect amounts not legally owed by the Nelsons as detailed above.

8.3 SLS's breach of duty caused damages to the Nelsons, including impairing the value of their primary residence, costs of investigating the validity of the debt, and emotional distress.

8.4 SLS should have known that its attempts to collect amounts not legally owed would have resulted in damage to the Nelsons.

VIII. PRAYER FOR RELIEF

WHEREFORE, the Nelsons pray for the following relief:

1. Declaratory judgment that all installment payments due prior to April 1, 2014 are beyond the statute of limitations and not legally owing;

2. Actual damages in an amount to be proven at trial.

3. Statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. §

1692k(a)(2)(A);

4. Treble damages pursuant to RCW 19.86.090;

5. For costs and disbursements herein, including reasonable attorney fees pursuant to RCW 19.86.090, RCW 4.84.330, and 15 U.S.C. § 1692k;

6. For appropriate injunctive relief; and

7. For such other relief as the Court deems just and equitable.

DATED this 3rd day of April, 2020.

Respectfully submitted,

Attorneys for Plaintiffs

NORTHWEST CONSUMER LAW CENTER

COMPLAINT - 12

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6 Em: Amanda@NWCLC.org

7 LAW OFFICE OF JOSHUA L. TURNHAM

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COMPLAINT - 13

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APR 17 2020

1 CERTIFICATE OF SERVICE
2

3 I hereby certify that I caused the foregoing NOTICE OF REMOVAL to be served on the
4 following person[s]:
5

6 Amanda N. Martin
7 Northwest Consumer Law Center
8 936 N 34th St, Ste 300
9 Seattle, WA 98103-8869
10 Email: Amanda@nwclc.org
11

12 Joshua L. Turnham
13 Turnham Law
14 1001 4th Ave, Ste 3200
15 Seattle, WA 98154-1003
16 Email: joshua@turnhamlaw.com
17

18 by causing the document to be delivered by the following indicated method or methods:
19

20 by electronic mail to the addresses listed above on the date set forth below.
21
 by mailing full, true and correct copies thereof in sealed, first class postage prepaid
22 envelopes, addressed to the parties and/or their attorneys as shown above, to the last-known
23 office addresses of the parties and/or attorneys, and deposited with the United States Postal
24 Service at Portland, Oregon, on the date set forth below.
25
 by causing full, true, and correct copies thereof to be hand-delivered to the parties and/or
26 their attorneys at their last-known office addresses listed above on the date set forth below.
1
 by sending full, true, and correct copies thereof, via overnight courier in sealed, prepaid
2 envelopes, addressed to the parties and/or their attorneys as shown above, to the last-known
3 office addresses of the parties and/or their attorneys, on the date set forth below.
4
 by faxing full, true, and correct copies thereof to the fax machines which are the last-
5 known fax numbers for the parties' and/or attorneys' offices, on the date set forth below.
6

7 DATED: May 15, 2020.

8 s/ Garrett S. Garfield
9 Garrett S. Garfield
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